

Exhibit “A”

Supreme Court of Pennsylvania**Court of Common Pleas****Civil Cover Sheet**

Allegheny

County

For Prothonotary Use Only:

Docket No:

GD 21-001899

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

Complaint Writ of Summons
 Transfer from Another Jurisdiction

Petition
 Declaration of Taking

S Lead Plaintiff's Name:

Gatehouse Station Square, L.P.

Lead Defendant's Name:

State Auto Property & Casualty Ins. Co.

C Are money damages requested? Yes NoT Dollar Amount Requested: within arbitration limits
 (check one) outside arbitration limitsI Is this a *Class Action Suit*? Yes NoO Is this an *MDJ Appeal*? Yes No

N Name of Plaintiff/Appellant's Attorney:

Matthew L. Kurzweg

A Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

Intentional
 Malicious Prosecution
 Motor Vehicle
 Nuisance
 Premises Liability
 Product Liability (*does not include mass tort*)
 Slander/Libel/ Defamation
 Other:

CONTRACT (do not include Judgments)

Buyer Plaintiff
 Debt Collection: Credit Card
 Debt Collection: Other

 Employment Dispute:
 Discrimination
 Employment Dispute: Other

CIVIL APPEALS

Administrative Agencies
 Board of Assessment
 Board of Elections
 Dept. of Transportation
 Statutory Appeal: Other

MASS TORT

Asbestos
 Tobacco
 Toxic Tort - DES
 Toxic Tort - Implant
 Toxic Waste
 Other:

REAL PROPERTY

Ejectment
 Eminent Domain/Condemnation
 Ground Rent
 Landlord/Tenant Dispute
 Mortgage Foreclosure: Residential
 Mortgage Foreclosure: Commercial
 Partition
 Quiet Title
 Other:

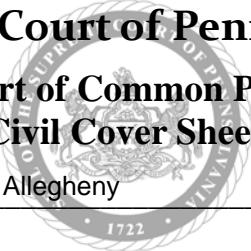
MISCELLANEOUS

Common Law/Statutory Arbitration
 Declaratory Judgment
 Mandamus
 Non-Domestic Relations
 Restraining Order
 Quo Warranto
 Replevin
 Other:

PROFESSIONAL LIABILITY

Dental
 Legal
 Medical
 Other Professional:

Supreme Court of Pennsylvania



**Court of Common Pleas
Civil Cover Sheet**

Allegheny

County

<i>For Prothonotary Use Only:</i>	
Docket No:	

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

S E C T I O N A	Commencement of Action:	
	<input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer from Another Jurisdiction	<input type="checkbox"/> Petition <input type="checkbox"/> Declaration of Taking
Lead Plaintiff's Name: Gatehouse Station Square, L.P.	Lead Defendant's Name: State Auto Property & Casualty Ins. Co.	
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits	
Is this a <i>Class Action Suit</i>? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an <i>MDJ Appeal</i>? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Plaintiff/Appellant's Attorney: <u>Matthew L. Kurzweg</u> <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)		

Nature of the Case: Place an “X” to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

<p>TORT (<i>do not include Mass Tort</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (<i>does not include mass tort</i>) <input type="checkbox"/> Slander/Libel/ Defamation <input type="checkbox"/> Other: _____ 	<p>CONTRACT (<i>do not include Judgments</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other _____ <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other _____ <p><input checked="" type="checkbox"/> Other: Insurance Policy _____ Statutory Bad Faith _____</p>	<p>CIVIL APPEALS</p> <p>Administrative Agencies</p> <ul style="list-style-type: none"> <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other _____ <p><input type="checkbox"/> Zoning Board <input type="checkbox"/> Other: _____</p>
<p>MASS TORT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other: _____ 	<p>REAL PROPERTY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other: _____ 	<p>MISCELLANEOUS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations <input type="checkbox"/> Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other: _____
<p>PROFESSIONAL LIABILITY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional: _____ 		

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

GATEHOUSE STATION SQUARE, L.P.,

CIVIL DIVISION

Plaintiff,

v.

No.

STATE AUTO PROPERTY & CASUALTY
INSURANCE COMPANY,

COMPLAINT

Defendants.

Filed on Behalf of Plaintiff Gatehouse
Station Square, L.P.

Counsel of Record for this Party:

Matthew L. Kurzweg, Esquire
PA.ID. #76462

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28th Floor
Pittsburgh, PA 15219
Phone: (412) 258-2223
Fax: (412) 774-3001
Mkurzweg@kurzweglaw.com

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service
The Allegheny County Bar Association
11th Floor Koppers Building
435 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261-5555

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

GATEHOUSE STATION SQUARE, L.P.,)
)
Plaintiff,)
)
v.)
)
STATE AUTO PROPERTY & CASUALTY)
INSURANCE COMPANY,)
)
Defendant.)

No.

COMPLAINT

AND NOW comes Plaintiff Gatehouse Station Square, L.P., by and through its attorney, Matthew L. Kurzweg, Esq. and Kurzweg Law Offices, and claims damages of Defendant State Auto Property and Casualty Insurance Company. In support thereof, Plaintiff avers as follows:

PARTIES

1. Plaintiff Gatehouse Station Square, L.P. is a Pennsylvania limited partnership having a registered address of 179 Martha Avenue, Pittsburgh, Allegheny County, Pennsylvania, 15209.
2. Defendant State Auto Property and Casualty Insurance Company is an insurance company maintaining its corporate headquarters and principal place of business located at 518 East Broad Street, Columbus, Ohio, 43215.

FACTS

3. Defendant issued to Plaintiff that certain insurance policy identified by Defendant as Policy No. BOP 2526669 (“Policy”)(Plaintiff is not in possession of the Policy and therefore unable to attach the Policy to this Complaint, but, upon information and belief, Defendant is in possession of the Policy, and the Policy is incorporated herein by reference).

4. Plaintiff paid all premiums for the Policy in full, and the Policy was in full force and effect continuously at all times relevant hereto.

5. Among other things, the Policy insured the premises owned by Plaintiff and located at 101 W Station Square Drive, Pittsburgh, Allegheny County, Pennsylvania, 15219 (“Insured Premises”).

6. During the spring or summer of 2019, the Pittsburgh Water and Sewer Authority (“PWSA”) water main pipe outside the Insured Premises was fractured during construction performed by a third party in the area surrounding the Insured Premises.

7. The third party construction involved, among other things, excavation of West Carson Street near the Insured Premises.

8. The PWSA water main supply pipe was fractured in close proximity to the Insured Premises by excavating equipment used in the nearby construction.

9. In November or December of 2019, Plaintiff discovered water leaking into the Insured Premises.

10. After reporting the leak to the PWSA, Plaintiff determined that the source of the water leak was a fracture in Plaintiff’s water line servicing the Insured Premises off of the PWSA water main.

11. The fracture of Plaintiff’s water service line was directly and proximately caused by the same construction and excavating equipment that caused the fracture of the PWSA water main in 2019.

12. PWSA notified Plaintiff that the Plaintiff’s fractured service water line was Plaintiff’s responsibility to repair, and that Plaintiff would have to arrange and pay for the repair.

13. After obtaining a proposal to repair the Plaintiff's water line, Plaintiff notified Defendant's agent in January of 2020 regarding the Plaintiff's water service line fracture and requested that a claim against the Policy be made.

14. At that time, Plaintiff reviewed the matter with Defendant's agent, and Defendant's agent suggested to Plaintiff that a claim should not be submitted at that time, but rather that additional repair proposals should be obtained, and that there was no deadline in submitting the claim, and the claim may be best submitted after the repairs are complete and all costs are known.

15. From January 2020 through June 2020, Plaintiff acquired additional repair proposals, continued to notify Defendant regarding the claim, and completed the repair work on the Plaintiff's service line.

16. Defendant acknowledged receipt of Plaintiff's claim, assigned a date of loss to the claim of October 31, 2019, and assigned file number PR-0000000-312925 to the claim.

17. Defendant initially denied coverage for Plaintiff's claim by way of correspondence dated August 4, 2020.

18. Plaintiff then submitted an August 11, 2020 letter from its repair contractor, Americo Construction Company, verifying in writing that the cause of the fracture to Plaintiff's water service line was the same construction and excavating equipment that caused the fracture of the PWSA water main in 2019.

19. Thereafter, Defendant denied coverage for the Plaintiff's claim for different reasons by way of correspondence dated September 2, 2020.

20. The Plaintiff's water service line was fractured by an acute event in 2019, that being the same construction and excavating equipment that caused the fracture of the PWSA water main in 2019.

21. The fracture in Plaintiff' water service line was not caused by Policy-defined earth movement, deterioration, wear and tear, decay, rust and corrosion, underground water seepage, or defective faulty, inadequate or defective workmanship as Defendant has suggested as reasons for its denial without any support.

22. There is clear coverage under the Policy for Plaintiff's claim for the repair of the fractured service line.

23. Plaintiff promptly reported the claim to Defendant in January of 2020.

24. Any delay in reporting the claim was directly and proximately caused by Defendant's agent's suggestions and recommendations to Plaintiff after Plaintiff notified Defendant of the claim in January of 2020.

25. At all times relevant hereto, Plaintiff has fully cooperated with Defendant in the processing of its claim.

26. Defendant has failed to properly process and investigate this claim.

27. Despite Plaintiff's prompt reporting, full cooperation in the claim, and clear coverage under the Policy for the repair of Plaintiff's water service line, Defendant has denied and continued to deny coverage for this claim without support.

28. Defendant's actions and omissions during the investigation and processing of Plaintiff's claim are designed to delay the processing and payment of the claim, or alternatively, reduce the fair amount of the claim or avoid payment of the claim altogether.

29. Plaintiff has provided Defendant all of the information it needs to investigate, process, and pay Plaintiff's claim in full.

COUNT I – STATUTORY BAD FAITH

30. Paragraphs 1 through 29 are incorporated by reference as though fully set forth at length.

31. By denying and continuing to deny coverage for Plaintiff's claim, Defendant has acted in bad faith as set forth in 42 Pa.C.S.A. § 8371, generally, and specifically as follows:

a) By failing to properly investigate, accept, evaluate, review, process, and pay the claim and claim file upon submission of the claim; and,

b) By unduly and wrongfully refusing to accept coverage for Plaintiff's claim, when Defendant knew, or should have known, that coverage for this claim was owed to Plaintiff; and,

c) By failing to follow its own internal claim guidelines and policies regarding the handling of claims; and,

d) By failing to effectuate a prompt and equitable resolution of the claim; and,

e) By requiring Plaintiff to incur attorney's fees and costs of collection and file a lawsuit to collect Policy claim proceeds which rightfully belong to Plaintiff.

32. Defendant's actions and failures in failing to approve or deny this claim as enumerated herein were willful, wanton, and with malice to Plaintiff, and with reckless indifference to Plaintiff's rights.

33. Defendant does not have a reasonable or rational explanation for the continued failure to provide coverage and approve and pay Plaintiff's claim.

34. As a result of Defendant's actions and failures in failing to provide coverage and approve pay Plaintiff's claim as enumerated herein, Plaintiff has suffered damages as follows:

- a) Plaintiff has been forced to pay the cost to repair Plaintiff's water service line in the amount of \$69,557.00, as well as the PWSA water main shut off permit fee so that the repairs could be completed in the amount of \$4,519.40, for a total repair cost of \$74,076.40;
- b) Plaintiff has been deprived of the Policy claim proceeds and suffered economic harm;
- c) Plaintiff has been required to engage legal counsel and incur and pay attorney's fees to collect Policy claim proceeds which rightfully belong to Plaintiff; and,
- d) Plaintiff has incurred other costs in its efforts to collect Policy claims proceeds which rightfully belong to Plaintiff.

WHEREFORE, Plaintiff Gatehouse Station Square, L.P. demands judgment in its favor and against Defendant State Auto Property and Casualty Insurance Company in the amount of Seventy-Four Thousand Seventy-Six and 40/100 Dollars (\$74,076.40), plus an award of statutory interest, attorney's fees and costs, and punitive damages. JURY TRIAL DEMANDED.

COUNT II – BREACH OF CONTRACT

35. Paragraphs 1 through 34 of Plaintiff's Complaint are hereby incorporated by reference as though set forth at length herein.

36. Plaintiff has performed and satisfied in full all of its claim obligations under the Policy.

37. By failing to provide coverage, approve, and make payment in full for Plaintiff's claim, Defendant is in breach of its contractual obligations under the Policy.

38. As a result of Defendant's breach of the Policy, Plaintiff has suffered damages as follows:

- a) Plaintiff has been forced to pay the cost to repair Plaintiff's water service line in the amount of \$69,557.00, as well as the PWSA water main shut off permit fee so that the repairs could be completed in the amount of \$4,519.40, for a total repair cost of \$74,076.40;
- b) Plaintiff has been deprived of the Policy claim proceeds and suffered economic harm;
- c) Plaintiff has been required to engage legal counsel and incur and pay attorney's fees to collect Policy claim proceeds which rightfully belong to Plaintiff; and,
- d) Plaintiff has incurred other costs in its efforts to collect Policy claims proceeds which rightfully belong to Plaintiff.

WHEREFORE, Plaintiff Gatehouse Station Square, L.P. demands judgment in its favor and Defendant State Auto Property and Casualty Insurance Company in the amount of Seventy-Four Thousand Seventy-Six and 40/100 Dollars (\$74,076.40), plus interest and costs. JURY TRIAL DEMANDED.

Respectfully Submitted,

/s/ Matthew L. Kurzweg
Matthew L. Kurzweg, Esquire
PA.ID. #76462

Kurzweg Law Offices
525 William Penn Place
28th Floor
Pittsburgh, PA 15219
Phone: (412) 258-2223
Fax: (412) 774-3001
Mkurzweg@kurzweglaw.com

VERIFICATION

The language of the foregoing Complaint is that of counsel and not necessarily my own; however, I have read the foregoing document and the factual information contained therein is true and correct to the best of my personal knowledge, except as to any averments specifically stated to be "on information and belief." To the extent that the factual averments of this document are stated to be "on information and belief," the averments are true and correct to the best of my information and belief. To the extent that the content of the foregoing document is that of counsel, I have relied upon counsel in making this Verification and said content is true and correct to the best of my information and belief.

I understand that false statements herein are subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

GATEHOUSE STATION SQUARE, L.P.

03/06/2021
Date

By: *James Welker*
James Welker

Its: Managing Partner